

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF COLORADO

\* \* \* \* \*

IN THE MATTER OF ADVICE NO. 1798- )  
ELECTRIC FILED BY PUBLIC SERVICE )  
COMPANY OF COLORADO TO REVISE )  
ITS PUC NO. 8-ELECTRIC TARIFF TO )  
IMPLEMENT RATE CHANGES )  
EFFECTIVE ON THIRTY-DAYS' NOTICE. )

PROCEEDING NO. 19AL-0290E

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UNOPPOSED COMPREHENSIVE SETTLEMENT AGREEMENT

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**Introduction and Identification of Parties**

Public Service Company of Colorado (“Public Service” or the “Company”), Staff of the Colorado Public Utilities Commission (“Staff”), the Colorado Energy Office (“CEO”), Colorado Energy Consumers (“CEC”), the City and County of Denver (“Denver”), the City of Boulder (“Boulder”), the Regional Transportation District (“RTD”), Tesla, Inc. (“Tesla”), ChargePoint, Inc. (“ChargePoint”), and Electrify America, LLC (“Electrify America”), (collectively the “Settling Parties”), hereby enter into this Settlement Agreement (“Agreement”) to resolve all issues that have been raised or could have been raised in this proceeding and agree that the Agreement is in the public interest. The Office of Consumer Counsel (“OCC”) does not oppose this Settlement Agreement.

## **Background**

On May 24, 2019, the Company filed Advice No, 1798 – Electric, together with supporting Direct Testimony and Attachments, to implement an optional Secondary Voltage Time-Of-Use Electrical Vehicle Service (“S-EV Rate Tariff” or “Schedule S-EV”) rate schedule in the Company’s Colorado P.U.C. No. 8 - Electric tariff.<sup>1</sup>

On June 13, 2019, the Commission issued Decision No. C19-0491, which suspended the effective date of the proposed tariff, referred the matter to an Administrative Law Judge (“ALJ”), and set the intervention deadline to July 15, 2019. On June 13, 2019, Staff filed a Notice of Intervention as of Right, Entry of Appearance, Notice Pursuant to Rule 1007(a) and Rule 1403(b), and Request for Hearing. On June 26, 2019, ChargePoint filed a Motion to Intervene and Entry of Appearance. On June 27, 2019 Denver filed a Motion to Intervene. On July 3, 2019, OCC filed a Notice of Intervention of Right, Entry of Appearance, and Request for Hearing. On July 5, 2019, Tesla filed a Motion to Intervene. On July 9, 2019 Boulder filed a Petition for Leave to Intervene on. On July 11, 2019, CEO filed a Notice of Intervention as of Right, RTD filed an Entry of Appearance and Motion to Intervene, and Electrify America filed a Motion to Intervene and Appearance of Counsel. On July 15, 2019, CEC filed a Motion to Permissively Intervene.

On July 23, 2019, the ALJ issued Interim Decision No. R19-0625-I, which, among other things, addressed and granted the above motions for intervention filed in this proceeding and established a procedural schedule. Staff, OCC, Tesla, Boulder,

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<sup>1</sup> Upon Commission approval of this Settlement Agreement, Public Service will file a final S-EV Rate Tariff consistent with the terms herein. An illustrative version of the compliance tariff is attached as Exhibit A to this Settlement Agreement.

Denver, CEO, RTD, and ChargePoint submitted Answer Testimony on August 30, 2019. Tesla submitted Revised Answer Testimony on September 9, 2019. On September 11, 2019, Electrify America, ChargePoint, RTD, and Tesla submitted Cross-Answer Testimony, and the Company submitted Rebuttal Testimony.

Following the submission of Answer Testimony, Cross-Answer Testimony, and Rebuttal Testimony, the Settling Parties commenced settlement negotiations on September 13, 2019 and successfully reached a settlement in principle on September 19, 2019. The Agreement filed here represents a comprehensive agreement among all Settling Parties to resolve the issues in this Proceeding No. 19AL-0290E that were raised or could have been raised by the Settling Parties, and the Settling Parties agree that the Agreement is in the public interest.

## **Settlement Terms**

### **I. Rate Structure**

The Settling Parties agree to the use of a single rate for electric vehicle charging for purposes of this proceeding, with chargers retaining the option to use other rates that the chargers may be eligible for under the Company's current tariffs (e.g., Schedule SG and Schedule SG-L).

### **II. Critical Peak Pricing**

The Settling Parties agree that the S-EV Rate Tariff shall utilize a Critical Peak Pricing ("CPP") charge of \$1.50 during CPP events. This CPP level is reflected in the S-EV Rate Tariff Table below.

### **III. On-Peak/Off-Peak Window**

The Settling Parties agree that the on-peak TOU energy rate window in the S-EV Rate Tariff will be 12:00 pm to 9:00 pm (weekdays except holidays), with all other hours utilizing the off-peak energy rate. This timing is reflected in the S-EV Rate Tariff Table below.

#### **IV. Seasonal Rates**

The Settling Parties agree that the S-EV Rate Tariff will utilize seasonal differentiation for on- and off-peak TOU energy rates in the eight winter months (October through May) and the four summer months (June through September), as defined. This seasonal differentiation is reflected in the S-EV Rate Tariff Table below. The Settling Parties agree that the S-EV Rate Tariff will reflect TOU energy rates such that, including all rate riders, the total on-peak TOU energy rate shall be approximately 1.91 times the total off-peak energy rate for both the summer and winter seasonal rates.

#### **V. Review and Check-in Process**

The Settling Parties agree to a review, analysis, and check-in process related to the approved S-EV Rate Tariff after additional market data is available. Public Service would initiate this review process through the filing of an Advice Letter and rate schedule(s) no later than 19 months after the S-EV Rate Tariff effective date, proposed in this Agreement as January 1, 2020. This will allow for collection of market data and time to aggregate, analyze and file data and results. The data collected will fall into the following categories:

- Schedule S-EV load data: to identify the cost of service for these chargers;
- Interval data for stand-alone charging stations taking service under another Rate Schedule, as well as any data gathered from co-mingled customers with a host location, to the extent available: to identify the cost of service for these chargers;
- Charger development: to assess the effect of Schedule S-EV on the development of chargers, including the number of participants on Schedule S-EV and the rate schedules from which they migrated;

- Charging patterns: to assess the effect of Schedule S-EV on charger utilization; and
- General impacts: to understand the impact of EV charging on the grid and the rates and bills of other customers including system benefits and grid efficiencies as well as customer savings for nonparticipating customers.

Public chargers and fleet operators will be encouraged to voluntarily provide additional information to Public Service, beyond the information available to the Company through the course of providing electric service to these customers, to facilitate and improve the data and allow for a more robust review and check-in process. This includes data from public charging stations developed or hosted by several of the Settling Parties, as well as fleet charging data from RTD, Denver, and others. Such information may include additional information regarding the characteristics of the customers taking service under the EV charging rates, including:

- Charging type (fleet/public);
- Location information (e.g., urban/rural, multifamily/workplace, co-mingled with host, etc.);
- Years in operation;
- Number and types of chargers;
- Load factors over time; and
- Customer feedback through voluntary survey of customers.

Public Service agrees to start deploying interval meters for charging station accounts wherever possible and as practicable, regardless of whether the customer takes service under the EV charging rates, to enable additional data collection.<sup>2</sup>

In addition, the Company will make three filings to provide periodic updates every six months (i.e., August 1, 2020 for January-June 2020, February 1, 2021 for July-December 2021, and August 1, 2021 for January-June 2021 as part of the Future Advice Letter described below in Paragraph VI) to track revenues associated with the S-EV Rate Tariff, through a comparison of cumulative revenues for customers taking service under Schedule S-EV to the revenues that would have been collected had those customers been taking service under Schedule SG and Schedule SG-L (i.e., by performing a shadow bill, clearinghouse function, or equivalent measure) until the Future Advice Letter filing. The periodic updates shall also include underlying billing determinants, average load factors, and energy use by on-peak, off-peak, and CPP periods. The Settling Parties are not precluded from using such data in other proceedings related to electrical vehicle charging rates or investment, including a Phase II Electric Rate Case Review and the Transportation Electrification Program.

## **VI. Future Advice Letter Filing**

The Settling Parties agree that on or before August 1, 2021, the Company will make a Future Advice Letter filing with the Commission with two optional rate schedules.<sup>3</sup> The objective of filing two rate schedules is to support both public and fleet

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<sup>2</sup> For example, the Company will likely first start deploying interval meters at stand-alone charging locations with the understanding that there may be limitations on the use of interval meters for certain co-mingled customers with a host location (e.g., a business such as Whole Foods with charging stations on site).

<sup>3</sup> Staff takes no position on the filing of the two rate schedules and the need for two rate schedules.

charging and support the intent of Senate Bill 19-077.<sup>4</sup> Both optional rate schedules will be available for fleets and public fast-charging, and: (1) one rate schedule may utilize the S-EV Rate Tariff in its current form, as approved in this proceeding, or with subsequent modifications; and (2) the Settling Parties agree the Company will work with the Settling Parties and other interested parties to design rates that are just and reasonable and are supported by all available data as well as the feedback received from both public charging owners and operators and fleet chargers during the check-in and review process workshop(s). Although the Company is not precluded from presenting any rate design or specific rate design components, the Company commits to support both optional rate schedules with all available data from the review and check-in process, as the cumulative results of the review and check-in process will be made available contemporaneously with the contemplated Future Advice Letter filing. All other parties similarly reserve their right to take any position in the Future Advice Letter proceeding. Finally, if Public Service has not initiated and completed an electric Phase II rate review proceeding or a combined Phase I/Phase II rate review prior to initiating the Future Advice Letter filing, then the Future Advice Letter proceeding shall be either in an electric Phase II rate review proceeding or combined Phase I/Phase II rate review proceeding that includes the commitments contained in this Settlement Agreement.

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<sup>4</sup> Staff takes no position on the associated objectives.



## VII. S-EV Rate Tariff Table

The table below provides details regarding the agreed to S-EV Rate Tariff.

### S-EV Rate Tariff Table

<b>Combined Proposal \$1.50 CPP</b>	
S&F Charge	\$34.40
Summer On-Peak	\$0.11400/kWh
Summer Off-Peak	\$0.03879/kWh
Winter On-Peak	\$0.05971/kWh
Winter Off-Peak	\$0.01040/kWh
On Peak Period	12pm-9pm
Distribution	\$5.63/kW-Mo.
CPP	\$1.50/kWh

## GENERAL PROVISIONS

1. This Agreement is made for settlement purposes only. No Settling Party concedes the validity or correctness of any regulatory principle or methodology directly or indirectly incorporated in this Agreement. Furthermore, this Agreement does not constitute agreement, by any Settling Party, that any principle or methodology contained within or used to reach this Agreement may be applied to any situation other than the above-captioned proceeding, except as expressly set forth herein. No binding precedential effect or other significance, except as may be necessary to enforce this Agreement or a Commission order concerning the Agreement, shall attach to any principle or methodology contained in or used to reach this Agreement, except as expressly set forth herein.

2. Each Settling Party understands and agrees that this Agreement represents a negotiated resolution of all issues the Settling Party either raised or could have raised in this proceeding. The Settling Parties agree the Agreement, as well as the negotiation process undertaken to reach this Agreement, are just, reasonable, and consistent with and not contrary to the public interest and should be approved and authorized by the Commission.

3. The discussions among the Settling Parties that produced this Agreement have been conducted in accordance with Rule 408 of the Colorado Rules of Evidence (“CRE”).

4. Nothing in this Agreement shall constitute a waiver by any Settling Party with respect to any matter not specifically addressed in this Agreement. In the event this Agreement becomes null and void or in the event the Commission does not

approve this Agreement, it, as well as the negotiations or discussions undertaken in conjunction with the Agreement, shall remain inadmissible into evidence in these or any other proceedings in accordance with CRE 408.

5. The Settling Parties will support all aspects of the Agreement embodied in this document in any hearing conducted to determine whether the Commission should approve this Agreement, and/or in any other hearing, proceeding, or judicial review relating to this Agreement or the implementation or enforcement of its terms and conditions. Each Settling Party also agrees that, except as expressly provided in this Agreement, it will take no action in any administrative or judicial proceeding, or otherwise, which would have the effect, directly or indirectly, of contravening the provisions or purposes of this Agreement. However, each Settling Party expressly reserves the right to advocate positions different from those stated in this Agreement in any proceeding other than one necessary to obtain approval of, or to implement or enforce, this Agreement or its terms and conditions.

6. The Settling Parties do not believe any waiver or variance of Commission Rules is required to effectuate this Agreement, but agree jointly to apply to the Commission for a waiver of compliance with any requirements of the Commission's Rules and Regulations if necessary to permit all provisions of this Agreement to be approved, carried out and effectuated.

7. This Agreement is an integrated agreement that may not be altered by the unilateral determination of any Settling Party. There are no terms, representations or agreements among the parties which are not set forth in this Agreement (including attachments).

8. This Agreement shall not become effective until the Commission issues a final decision addressing the Agreement. In the event the Commission modifies this Agreement in a manner unacceptable to any Settling Party, that Settling Party may withdraw from the Agreement and shall so notify the Commission and the other Settling Parties in writing within ten (10) days of the date of the Commission order. In the event a Settling Party exercises its right to withdraw from the Agreement, this Agreement shall be null and void and of no effect in this or any other proceeding.

9. There shall be no legal presumption that any specific Settling Party was the drafter of this Agreement.

10. This Agreement may be executed in counterparts, all of which when taken together shall constitute the entire Agreement with respect to the issues addressed by this Agreement. This Agreement may be executed and delivered electronically and the Settling Parties agree that such electronic execution and delivery, whether executed in counterparts or collectively, shall have the same force and effect as delivery of an original document with original signatures, and that each Settling Party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by the Settling Parties to the same extent that an original signature could be used.

Dated this 20th day of September, 2019.

Agreed on behalf of:

**PUBLIC SERVICE COMPANY OF COLORADO**

By: /s/ Brooke A. Trammell  
Brooke A. Trammell  
Regional Vice President  
Rates & Regulatory Affairs  
Public Service Company of Colorado

Approved as to form:

**ATTORNEY FOR PUBLIC SERVICE  
COMPANY OF COLORADO**

By: /s/ N. Wesley Hunt  
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Agreed on behalf of:

TRIAL STAFF OF THE COLORADO  
PUBLIC UTILITIES COMMISSION

By: /s/ Jason J. Peuquet

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/s/ Paul J. Kyed

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Proceeding No. 19AL-0290E  
Unanimous Comprehensive Settlement Agreement  
September 20, 2019

Agreed on behalf of:

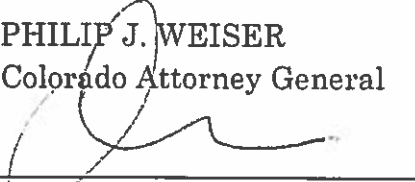
COLORADO ENERGY OFFICE

By: 

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HOLLAND & HART LLP

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By: */s/ Julie K. Schneider* \_\_\_\_\_

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CITY OF BOULDER

/s/ Debra S. Kalish

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Agreed on behalf of:

**REGIONAL TRANSPORTATION DISTRICT,**  
a political subdivision of the State of Colorado

By: 

David A. Genova  
General Manager and CEO  
Regional Transportation District

Approved as to form for  
Regional Transportation District:

/s/ Roger Kane

Roger Kane, #015083

Senior Associate General Counsel

Regional Transportation District

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*Outside Counsel for Tesla, Inc.*

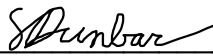
Agreed on behalf of:

**ChargePoint, Inc.**

By:  \_\_\_\_\_

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Approved as to form:

By:  \_\_\_\_\_

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Approved as to form and on behalf of  
Electrify America, LLC

By: 

Brent Coleman (44400)  
Davison Van Cleve  
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blc@dvclaw.com  
503-241-7242  
Attorney for Electrify America, LLC

# Settlement Agreement

## Exhibit A

P.O. Box 840  
Denver, CO 80201-0840

Cancels \_\_\_\_\_

Sheet No. \_\_\_\_\_

ELECTRIC RATES	RATE
<b>SECONDARY VOLTAGE TIME-OF-USE – ELECTRIC VEHICLE SERVICE</b>	
<b>SCHEDULE S-EV</b>	
<p><b><u>APPLICABILITY</u></b></p>	
<p>Applicable to electric service supplied at Secondary Voltage to Commercial and Industrial Customers where the electric power and energy from the electric service is used solely to charge Electric Vehicles, or for Ancillary Usage. This electric service is separately metered. Customers may have stand-alone service under this tariff, or may have additional, separate service. Service hereunder is not available under the Company’s Interruptible Service Option Credit, Schedule ISOC.</p>	
<p><b><u>AVAILABILITY</u></b></p>	
<p>Service hereunder is available to Customers (1) with a meter to separately measure the usage necessary for the charging of the Electric Vehicles, (2) where said meter is not connected to any other Customer usage other than Ancillary Usage, and (3) who agree to provide Company with written certification that the meter installed for the purposes of charging Electric Vehicles is being used only for charging Electric Vehicles and Ancillary Usage.</p>	
<p>The Customer must provide the Company sixty (60) days’ notice prior to service hereunder to allow the Company to install the required metering necessary for the Company to provide and bill for service.</p>	
<p>Net metering service (Schedule NM) is available under this Schedule.</p>	
<p><b><u>ADJUSTMENTS</u></b></p>	
<p>This rate schedule is subject to all applicable Electric Rate Adjustments as on file and in effect in this Electric Tariff.</p>	
<p>(Continued on Sheet No. 50A)</p>	

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ADVICE LETTER NUMBER \_\_\_\_\_

ISSUE DATE \_\_\_\_\_

DECISION NUMBER \_\_\_\_\_

VICE PRESIDENT,  
Rates & Regulatory Affairs

EFFECTIVE DATE \_\_\_\_\_



P.O. Box 840  
Denver, CO 80201-0840

Cancels \_\_\_\_\_  
Sheet No. \_\_\_\_\_

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<b>SECONDARY VOLTAGE TIME-OF-USE – ELECTRIC VEHICLE SERVICE</b>	
<b>SCHEDULE S-EV</b>	
<p><u><b>DEFINITIONS</b></u></p>	
<p><u><b>Ancillary Usage</b></u> Any Customer power or energy usage necessary to support electric charging of Electric Vehicles or to support electric charging stations that is not used by the Customer for any other electric consumption needs.</p>	
<p><u><b>Critical Peak Energy Charge</b></u> The energy charge for usage during a Critical Peak Pricing Period.</p>	
<p><u><b>Electric Vehicle (EV)</b></u> Either an electric vehicle that is powered by an electric motor with a rechargeable battery system or an electric vehicle that is primarily powered by an electric motor with a rechargeable battery system and is alternatively powered with a second source of energy to power either the electric motor or power the vehicle.</p>	
<p><u><b>On-Peak Energy Charge</b></u> The energy charge for usage from 12:00 p.m. until 9:00 p.m. Mountain Time, for all non-Holiday weekdays.</p>	
<p><u><b>Off-Peak Energy Charge</b></u> The energy charge for all usage that is not in the On-Peak energy charge time period.</p>	
<p>(Continued on Sheet No. 50B)</p>	

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ADVICE LETTER  
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Denver, CO 80201-0840

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Sheet No. \_\_\_\_\_

ELECTRIC RATES	RATE
<b>SECONDARY VOLTAGE TIME-OF-USE – ELECTRIC VEHICLE SERVICE</b>	
<b>SCHEDULE S-EV</b>	
<u>MONTHLY RATE</u>	
Service and Facility Charge .....	\$ 34.40
Demand Charge:	
All Kilowatts of Billing Demand, per kW	
Distribution Demand.....	5.63
Energy Charge:	
<u>Summer:</u>	
On-Peak Energy Charge, per kWh.....	0.11400
Off-Peak Energy Charge, per kWh .....	0.03879
<u>Winter:</u>	
On-Peak Energy Charge, per kWh.....	0.05971
Off-Peak Energy Charge, per kWh .....	0.01040
Critical Peak Energy Charge, per kWh .....	1.50
<u>MONTHLY MINIMUM</u>	
The Service and Facility Charge plus the Demand Charge, plus the Production Meter Charge if applicable. Applicability for the Production Meter Charge can be found under the Net Metering Service Schedule	
<u>CRITICAL PEAK PRICING PERIOD</u>	
A Critical Peak Pricing Period shall be a consecutive four hour (4 hr.) period during the hours starting noon and ending 8:00 p.m. Mountain Time. The number of Critical Peak Pricing Periods shall be a maximum of fifteen (15) days during a calendar Year. The Company shall elect to call a Critical Peak Pricing Period based on the day-ahead temperature forecast and day-ahead generation reserve to load forecast. In the event that the Company’s day-ahead temperature forecast indicates that system peaking conditions may occur, or the reserve to load ratio is forecasted to fall below ten percent (10%), the Company will call a Critical Peak Pricing Period for the next day.	
<u>DETERMINATION OF BILLING DEMAND</u>	
Billing Demand is the greater of (i) the maximum fifteen (15) minute integrated Demand determined by meter measurement during the Month, or (ii) fifty percent (50%) of the highest Measured Demand occurring during the preceding twelve (12) Month.	
(Continued on Sheet No. 50C)	

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ELECTRIC RATES	RATE
<b>SECONDARY GENERAL TIME-OF-USE – ELECTRIC VEHICLE SERVICE</b>	
<b>SCHEDULE SG-EV</b>	
<p><b><u>PAYMENT AND LATE PAYMENT CHARGE</u></b></p>	
<p>Bills for electric service are due and payable within fifteen (15) days from date of bill. The due date can be extended up to a maximum of fourteen (14) business days from the scheduled due date. Customers selecting a Custom Due Date will remain on the selected due date for a period not less than twelve (12) consecutive Months. A maximum late payment charge of 1.0% per Month shall be applied to all billed balances for Commission jurisdictional charges that are not paid by the billing date shown on the next bill unless the balance is \$50 or less.</p>	
<p><b><u>SERVICE PERIOD</u></b></p>	
<p>All service under this schedule shall be for a minimum period of twelve consecutive Months and Monthly thereafter until terminated. If service is no longer required by Customer, service may be terminated on thirty (30) days' notice.</p>	
<p><b><u>PRODUCTION METER INSTALLATION</u></b></p>	
<p>The Company shall install, own, operate and maintain the metering to measure the electric power and energy supplied by the Customer's generation. For Supplemental Service, the Customer shall pay the Monthly Production Meter Charge under this schedule. For Customers who are net metered, the applicability of the Production Meter Charge can be found under the Net Metering Service Schedule.</p>	
<p><b><u>LOAD METER INSTALLATION</u></b></p>	
<p>The Company shall install, own, operate and maintain the metering to measure the electric power and energy supplied by the Customer's generation under this schedule and determine the full load obligations of the Customer.</p>	
<p>(Continued on Sheet No. 50D)</p>	

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ELECTRIC RATES	RATE
<b>SECONDARY GENERAL TIME-OF-USE – ELECTRIC VEHICLE SERVICE</b>	
<p style="text-align: center;"><b>SCHEDULE SG-EV</b></p> <p><b><u>RULES AND REGULATIONS</u></b></p> <p>Service supplied under this schedule is subject to the Company’s Rules and Regulations on file with the Public Utilities Commission of the State of Colorado and the following special conditions:</p> <ol style="list-style-type: none"> <li>1. Customer is responsible for all necessary requirements to install own, operate, maintain the Electric Vehicle charging equipment including but not limited to any licenses, fees and permits as may be required by a state, county or local entity having jurisdiction.</li> <li>2. <b>Critical Peak Pricing Period Notice:</b> The Company shall provide Customers notice of a Critical Peak Pricing Period no later than 4 p.m. Mountain Time the day before a Critical Peak Pricing Period is established. Customers will be notified of the Critical Peak Pricing Period for the following day either by e-mail, by leaving a voice message at the Customer’s primary phone number or through other methods agreed to by the Company and the Customer. If the primary number is unavailable, a voice message will be left at a secondary phone number provided by the Customer. Successful notification will be determined either by receipt of a voice mail at the primary or secondary phone number or by delivery receipt of an electronic mail message. The Company may elect to remove the Customer from service hereunder if the Company cannot notify the Customer as to the terms set forth herein more than once during the Service Period.</li> </ol>	

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ADVICE LETTER  
NUMBER \_\_\_\_\_

ISSUE  
DATE \_\_\_\_\_

DECISION  
NUMBER \_\_\_\_\_

VICE PRESIDENT,  
Rates & Regulatory Affairs

EFFECTIVE  
DATE \_\_\_\_\_